





**SYDNEY MUNICIPAL COUNCIL.**

**SUSPENSION OF THE CITY SOLICITOR.**  
The meeting of the Sydney Municipal Council in committee of finance was held in the council chamber at the Town Hall yesterday afternoon. Mayor (Alderman W. P. Manning) occupied the chair, and those who were present—Aldermen Jones, Chapman, Hooper, Kippax, Manning, and the Mayor. The following were absent—Aldermen, Stammers, Low, Ross, Harris, McKie, Hart, Hardie, Dean, Fowler, and Taylor. The MAYOR said that he had to announce that he found it to be his duty to suspend the City Solicitor, Mr. George Merriman, from his office through irregularity in the discharge of his duties, and particularly for not having settled an account for the cost of two bad debts. The Mayor said that he

the money had been paid to the City Solicitor months ago. Since then he had made investigation and had found that the Solicitor's private affairs were hopelessly involved. That he had in his possession the sum of about \$2,000 was a fact which he had learned in February, 1891, he had received the sum of \$800 to pay James Patton for land required for the extension of Little Beach-street. On the 14th March, he had received \$2,088 50 to pay into the Equity Court with the plea to the case of Stirkay v. Municipal Council. On the 16th August, 1891, he had received \$700 to pay into the Chamberlain's account for the extension of Bluff-street. In February, 1891, he had received \$47 10s to pay Mr. Downes as a deposit on land purchased in

street. On 24th April, 1891, he had received balance of this account, £142 10s and had received £170 8s 6d. Destructors on 24th April received £170 8s 6d. Destructors purchased on loan from Messrs. Hayter & Co., Ltd. The account was closed on April, 1893. These sums, some of which had been paid away or accounted for, were all included in the account which totalled £3648 11s 8d. With regard to Downe's account he was not sure that Mr. Merriman was not responsible for Downe's. He had seen Mr. Merriman at £400 as his house, but he did not know whether he had made payment. He had approximately £24,000 which he had jeopardized by putting it up with his banking affairs, and that he was not able to make restitution. Mr. Merriman had promised to come into town on the following Tuesday to see what could be done, with a view to settling the matter.

any explanation which might be required about the affair. On the Tuesday he received the following medical certificate, signed by Dr. C. Norton of Port Cleave:—“Mr. George Merriman has been suffering for the past three weeks from a very severe attack of nervous prostration, accompanied by insomnia and succeeded by marked tremor, convulsions, and convulsions presenting themselves yesterday afternoon. To pronounce as to his recovery or ability to return to his duty at this juncture impossible; but judging from the present position of affairs any recovery would be accompanied by such nervous changes as would render it inadvisable to return to his duty for some time. F.S.” I may state that Mr. Merriman was seen by Dr. Fawcett with me at

"In accordance with the provisions of the Act, he had suspended Mr. Merriman, and referred to the council that he had done so. Alderman M. HARRIS thought that they should take some action at once. The Mayor said that he could move that the suspension be continued, and that the committee be appointed to examine the City Solicitor. Alderman J. HARRIS said that the Act provided that the Mayor may suspend any other member of council guilty in his opinion of misconduct or neglect. . . . provided that the Mayor will report the matter to the council at their next meeting. . . . Until such time as the council may be satisfied that it would be advisable to reinstate Mr. Merriman, they should suspend him. The record is as follows:—

pointment of the gentleman who had conducted their business for 12 months, and who had acted as adviser to the City Solicitor, should, he thought, be made. Suspension could then afterwards be confirmed. The advertisements inserted calling for applications for the position.

When the Mayor rose, he said that at once. Alderman J. Hakkie, continuing, said that the suspended officer was not guilty yet, and would not until the matter had been reported by the Mayor to the council and his action confirmed. The Mayor was innocent until found guilty, and the council were not to report him until they were satisfied they were not seized with the facts of case. He understood that Mr. Merriman was lying dangerously ill, and he had heard that he

had two bits on the previous night and was in a bad state this morning. He did not think they should hurry, say for a fortnight, and Mr. Trickett should be in no haste.

Mr. Alderman HARRIS asked whether Mr. Trickett was up the position as acting solicitor, as he was under agreement with Mr. Pigott.

THE MAYOR: I believe the agreement to which I refer has expired.

Mr. Alderman J. HARRIS did not think that there should be much trouble in the matter.

THE MAYOR: I am sure that there will be no difficulty about it.

Mr. Alderman FOWLER said that he thought that they should leave the matter in the Mayor's hands, but as

had suspended the officer, he thought that they all appoint a temporary person. He regretted the necessity of suspending the officer because it was uncertain whether or when they had a duty to perform. The recommendation should go from the committee that the suspension be continued and the officer be dismissed. He was satisfied that it was the proper place, and there could be no question of the City Solicitor's suggestion, could you get a man who would do the work? That \$3406.00 contribution money had been thrown away. No felt more keenly than he did the position aldermen to occupy in this case; but nevertheless, \$3406.00 is a lot of money; he was a man who should have written better, and as they had always punished the negligent officers, he did not see how they could

ALDENSTON DEAN and that he agreed with Alderman J. HARRIS in his contention that they had no power to sustain a suspension, and could not do so in the case was reported to them in council. In the meantime, he thought that the Mayor had power to appoint a temporary Mayor. The Mayor, however, thought that the practice of the council was to appoint a temporary Mayor for the Mayor to make a temporary appointment before reporting to the council. He did see any necessity for the council to recommend a temporary appointment; it was in the Mayor's hands. The Mayor: Mr. Trickett has been away in the course of the year.

ALDENSTON DEAN: J. HARRIS said that this gentleman had been acting for them for nearly two years, and he knew the working of the council so well as Mr.

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**ALDERMAN LEE**, M.L.A., said clause 33 of the Act does so plain and specific that they could do better than follow it. In fact, he thought it would be dangerous to go back from it. He rose particularly to point out that the person the Mayor might be pleased to suspend should "receive remuneration not exceeding that of the person suspended, and only until the council decide whether such person shall be re-employed or dismissed, as if the council were satisfied with his conduct." He said the officer who was suspended should be entitled to receive his salary after the day of suspension.

low was very clear, and the matter was in the lawyer's hands. He thought it would be well to wait until the council had been informed of the matter before anything was done. At the council meeting the following could be confirmed, and the business carried at the same time.

Elderman Hughes asked for the ruling of the council on the point that that being a committee they were entitled to do anything with the matter at all. He did not think so. The first thing was read, and the matter was referred to the council. The council judge in his opinion of misconduct or neglect and may appoint a substitute and from him if deemed necessary, security for the faithful discharge of his duties, provided that the lawyer shall report the matter to the council at their

meeting, and that such action would be taken as to the suspension of the officer and the reappointment of the officer not exceeding that of the suspension of the officer, and only until the council should decide whether such person shall be reinstated or dismissed, and if the council confirm such suspension or dismissal of the officer or servant, he shall not be entitled to his salary or wages after the day of suspension. The council concluded that that meeting was not a meeting of the council, and that the council should be called, and that they should be called to confirm the suspension or give him the opportunity to explain. They had, he contended, the power at that meeting to dismiss the officer. The councilman FOWLER thought that the suspension should be confirmed, and the officer dismissed. The councilman LEYS said that if the council were called, the councilman HUGHES thought they would not have any representative.

THE MAYOR was that the point raised by Alder-  
man Hughes was that that meeting was practically a  
meeting of the council within the meaning of the  
third clause, and that that meeting had no power  
to remove the officer. He said, thus, he would  
appoint a class 51, "The council  
shall appoint a town clerk, &c." Now he  
maintained that these officers were not appointed in  
meeting of that class, and the argument would not  
succeed in any court of law. By the same pro-  
cess of reasoning he failed to go with the Mayor  
in the 53rd clause, "The Mayor shall  
appoint the council at their next meet-  
ing." He interpreted that to mean the next meeting  
of the council in the ordinary acceptance of the  
term—a meeting convened in a formal manner, with

Police posted outside the Town Hall at 10 o'clock for a meeting of that class, and he therefore said that there was nothing in the point of order raised by Alderman Higgins. His duty was to understand that it was his duty to remove the matter to the first gathering of the aldermen. He suspended the officer on Tuesday night because he thought that the best course was to represent the matter to them, allow it to be debated, and say whether it was further proceedings that might be taken. He was aware that he had power to appoint a sub-

of any further claims of a similar character made.

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—(AUST.)

DR. FRY'S MALTED COCOA, "in sickness and in health."—[AUST.]















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